LEGACIES — ADEMPTION — EFFECT OF DISTRIBUTION OF SUBSIDIARY SHARES ON BEQUEST OF SHARES. — The testatrix in her will left a specific legacy of thirty shares of stock of the Standard Oil Company. Between the execution of the will and the death of the testatrix, the corporation, as required by the decree of the United States Supreme Court, distributed the stock of thirty-nine subsidiary corporations, held by it, among its stockholders. The testatrix still retained the original thirty shares of stock at her death. A contest now arises between the specific legatee and the residuary legatee as to the shares of the subsidiary companies. *Held*, that the residuary legatee is entitled. *In re Brann*, 114 N. E. 404 (N. Y.).

The problem involved is not really one of ademption, for the original thirty shares still exist. Yet as the value of these shares largely depended upon the holding by the Standard Oil Company of the shares of the subsidiary companies, whose ownership is now in question, the analogy is close. Originally the ademption of a legacy depended upon the intention of the testator. It was accordingly held that a change accomplished by operation of law would not adeem a legacy. *Partridge* v. *Partridge*, Cas. t. Talb. 226; *Walton* v. *Walton*, 7 Johns. Ch. (N. Y.) 258. But it is now well settled that the intention of the testator no longer governs and that the specific thing bequeathed must still exist. *In re Bridle*, 4 C. P. D. 336; *Snowden* v. *Banks*, 9 Ired. (N. C.) 373; *Harrison* v. *Jackson*, 7 Ch. Div. 339; *Ametrano* v. *Downs*, 170 N. Y. 388, 63 N. E. 340. Nevertheless, a legacy is not adeemed if the alteration is purely formal. *Oakes* v. *Oakes*, 9 Hare 666. Such is the case where there is a mere subdivision of a company's shares. *Re Greenberry*, 55 Sol. J. 633. But the distribution of some of the property of a corporation even if that property be shares in subsidiary companies, can hardly be a mere subdivision of the original shares. *Cf. In re Slater*, [1907] 1 Ch. 665. But see *Re Clifford's Estate*, 56 Sol. J. 91; *In re Peirce*, 25 R. I. 34, 54 Atl. 588. Such distribution in fact much more closely resembles the declaration of an extraordinary dividend. *Cf. Bailey* v. *Railroad Co.*, 22 Wall. (U. S.) 604; *Brundage* v. *Brundage*, 60 N. Y. 544.

MARRIAGE — VALIDITY — PRESUMPTION OF DIVORCE FROM FORMER SPOUSE. — The plaintiff sued for a share in the deceased's estate as surviving widow. The defendant was the deceased's wife by a ceremonial marriage performed after deceased's separation from the plaintiff. It appeared that the marriage to the plaintiff was ceremonial, that the marriage to the defendant, also ceremonial, was followed by a long period of cohabitation with the birth of ten children, and that plaintiff had remarried after deceased left her, believing him dead. The plaintiff offered no evidence to disprove the termination of the first marriage by divorce. *Held*, that the burden was on the plaintiff to negative the dissolution of the first marriage, and that the burden had not been met. *In re Hughson's Estate: Brigham* v. *Hughson*, 160 Pac. 548 (Cal.).

For a discussion of this case, see NOTES, p. 500.

MASTER AND SERVANT — WORKMEN'S COMPENSATION — EFFECT OF NATURAL DEATH OF EMPLOYEE UPON PAYMENT OF INSTALLMENTS NOT YET DUE. — Deceased was injured while in the employ of the defendant. Compensation for one hundred and twenty-eight weeks at a weekly rate was awarded him under the Workmen's Compensation Act. CONSOL. LAWS N. Y., SUPP. 1915, 741. He died before the termination of that period, from causes having no connection with the accident. His representatives claim the value of the payments that have come due since his death. *Held*, that no more payments need be made. *Wozneak* v. *Buffalo Gas Co.*, 161 N. Y. Supp. 675.

No provision of the statute covers the case explicitly. The argument must then be from the general purpose of the legislation. If workmen's compensation gives damages for physical hurt suffered, the damage has accrued and the right

to compensation become vested, so that, under survival statutes, it will pass to the personal representative of the deceased. If the compensation is for wage-loss resulting from the injury, evidently the loss ceases and the payments stop when the workman dies from other causes. The common statement is that the compensation is for wage-loss, not for suffering. See P. Tecumseh Sherman, "The Consequences of Accidents under Workmen's Compensation Laws," 64 U. PA. L. REV. 417. In favor of this are the usual provisions for an amount of compensation related to the loss of wages; opposed to it are the provisions whereby permanent injury is compensated by payments for a fixed period that may be shorter than the life of the employee. In the principal case the decision was more easily reached because of a provision that if the payments were commuted to a lump sum regard should be had for "life contingencies." CONSOL. LAWS N. Y., SUPP. 1914, 1004. An analogous result has been reached under the Massachusetts statute in a case where on the death of a workman from an accident, compensation by installments for three hundred weeks was decreed to his dependent mother, and the mother died before the end of the three hundred weeks. *Murphy's Case*, 224 Mass. 592, 133 N. E. 283. *Contra, State ex rel. Munding* v. *Industrial Commission*, 92 Ohio St. 434, 111 N. E. 299. *Cf. United Collieries, Ltd.* v. *Simpson*, [1909] A. C. 383.

MORTGAGES — ASSIGNMENT — INFORMAL ASSIGNMENT OF POWER OF SALE. — Plaintiff executed a deed of land as security for a promissory note under sections 3306 and 3310 of the Code of Georgia. These sections provide for an absolute title in the grantee in such cases with an equity of redemption in the grantor. The deed contained a power of sale. The note was transferred without recourse to defendant, and the deed was delivered to him with a written transfer on the back. The plaintiff seeks an injunction to restrain the defendant from executing the power of sale. *Decreed*, that the injunction be granted. *McCook* v. *Kennedy*, 90 S. E. 713 (Ga.).

The court argues that the defendant, not having the legal title, cannot execute the power of sale. But the defendant has the equitable title, and all the benefits appurtenant to the land are his in equity. *Cutler* v. *Haven*, 8 Pick. (Mass.) 490; *Olds* v. *Cummings*, 31 Ill. 188. It would seem then that equity would create some method of giving him these benefits. The problem of the assignment of *choses* in action was solved by giving the assignee an equitable right and a fictitious power of agency. Equity has already given the assignee of a mortgage as security an equitable title, and it might also give him a fictitious power of agency to execute the power of sale. Such an agency could be created without a deed. *Lyon* v. *Pollock*, 99 U. S. 668. Upon exercising the power for his own benefit he would put his equitable title in the purchaser, and bind the mortgagee, his principal, to make a conveyance of the legal title. The courts, however, have been hostile to these powers of sale. Thus a power of sale unless made out to the mortgagee and his "assigns" may not even be executed by a legal assignee of the mortgage. *Flower* v. *Elwood*, 66 Ill. 438. But even when the word "assigns" is included the policy of the law is to be so jealous of a right of redemption that "assigns" is construed as meaning legal assigns only. *Dameron* v. *Eskridge*, 104 N. C. 621, 10 S. E. 700; *Bradford* v. *King*, 18 R. I. 743, 31 Atl. 166.

MORTGAGES — RIGHTS OF MORTGAGEE — DEED OF TRUST PURPORTING TO SECURE JOINT RIGHTS AS SECURITY FOR CLAIMS HELD SEVERALLY. — The owner of property executed a deed of trust to secure promissory notes made by him to joint payees, in consideration of a parol contract. The transaction was intended to secure certain claims which were to arise in the payees severally. The payees did not negotiate the notes, deeming them, with the deed of trust, sufficient for their protection in the execution of the contract. They now seek indemnity under the deed of trust for their several claims. *Held*, that these